

<b>ORDER FOR SUPPLIES AND SERVICES</b>				REQUISITION/REFERENCE NUMBER 000000YO		PAGE OF PAGES 1 8	
1. DATE OF ORDER 03/30/2022 12:09:33 PM EDT		2. ORDER NUMBER 47QDCB22F0006		3. CONTRACT NUMBER 47QDCB19A0001		4. PDN NUMBER	
<b>FOR GOVERNMENT USE ONLY</b>	<b>5. ACCOUNTING AND APPROPRIATION DATA</b>						
	FUND 285X	FUNCTION CODE AR372	B/A CODE CP10	CC-A	C/E CODE H08	FY	REGION
	CC-B	PROJ./PROS NO.	O/C CODE 25	ORG. CODE Q00DE000	W/ITEM	PRT./CRFT	
6. TO: CONTRACTOR (Name, address and zip code) BOOZ ALLEN HAMILTON INC. 8283 GREENSBORO DR MCLEAN, Virginia 22102-3830 United States (888) 224-7041				7. TYPE OF ORDER			
				A. <input type="checkbox"/> PURCHASE Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated.			
				B. <input type="checkbox"/> DELIVERY (For Supplies) This delivery order is issued subject to the terms and conditions of the above numbered contract.			
8A. Data Universal Numbering System (DUNS) Number <b>(b) (4)</b>				8B. Taxpayer Identification Number (TIN) <b>(b) (4)</b>			
9A. BUSINESS CLASSIFICATION  For-Profit Organization				C. <input checked="" type="checkbox"/> TASK ORDER (For Services) This task order is issued subject to the terms and conditions of the above numbered contract.			
				D. MODIFICATION NUMBER P00000			
				AUTHORITY FOR ISSUING Except as provided herein, all terms and conditions of the original order, as heretofore mentioned, remain unchanged.			
				9B. START DATE: 04/01/2022			
				9C. COMPLETION DATE: 03/31/2023			
10. ISSUING OFFICE (Address, Zip Code, and Telephone Number) 1800 F Street NW Washington, District of Columbia 20405-0001 United States Dwayne A Wilson (202) 260-0430 dwayne.wilson@gsa.gov		11. REMITTANCE ADDRESS (MANDATORY) BOOZ ALLEN HAMILTON INC. WELLS FARGO BANK P.O. BOX 8500 S-2725 PHILADELPHIA, Pennsylvania 19178-0000 United States		12. SHIP TO (Consignee Address, Zip Code and Telephone Number) General Services Administration Christopher Mendoza 280 South 1st Street, Suite 251 San Jose, California 95113 United States 202-969-4052			
13. PLACE OF INSPECTION AND ACCEPTANCE Christopher Mendoza 1800 F St NW Washington, District of Columbia 20006-0000 United States 202-969-4052				14. REQUISITION OFFICE (Name, Symbol and Telephone Number) FAS Systems Transformation 1800 F Street NW Washington, District of Columbia 20405-0001 United States Andy W Taylor (703) 605-5407 andrew.taylor@gsa.gov			
15. F.O.B. POINT Destination		16. GOVERNMENT B/L NUMBER		17. DELIVERY F.O.B. POINT 03/31/2023		18. PAYMENT/DISCOUNT TERMS Net 30 Days / 0% 0 Days	
<b>19. SCHEDULE</b>							
ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)		
	See Continuation Page						
20. RECEIVING OFFICE (Name, Symbol and Telephone Number) General Services Administration (408) 535-5313				TOTAL FROM 300-A(s)			
21. MAIL INVOICE TO: (Electronic Invoice Preferred) General Services Administration (FUND) The contractor shall submit invoices electronically by logging into the ASSIST portal ( <a href="https://portal.fas.gsa.gov">https://portal.fas.gsa.gov</a> ), navigating to the appropriate award, and creating the invoice for that award. For additional assistance contact the ASSIST Helpdesk at 877-472-4877. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).		22. GROSS SHIP WEIGHT		GRAND TOTAL	\$2,179,172.83		
		23. SHIPPING POINT See Block 6					
		24A. FOR INQUIRIES REGARDING PAYMENT CONTACT: KC Finance Accounts Payable			24B. TELEPHONE NUMBER 1-800-676-3690		
25A. NAME AND TITLE OF OFFEROR/CONTRACTOR		26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER) Eben Greybourne					
25B. SIGNATURE		25C. DATE SIGNED		26B. SIGNATURE Eben Greybourne		26C. DATE SIGNED 03/30/2022 12:09:33 PM EDT	

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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	POP/DELIVERY DATES	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)
0001	Base Period Labor	04/01/2022 - 03/31/2023	1	(b) (4)					Base
0002	Base Period Software Tools	04/01/2022 - 03/31/2023	1	(b) (4)					Base
1001	Option 1 Labor	04/01/2023 - 03/31/2024	1	(b) (4)					Optional
1002	Option 1 Software Tools	04/01/2023 - 03/31/2024	1	(b) (4)					Optional
2001	Option 2 Labor	04/01/2024 - 03/31/2025	1	(b) (4)					Optional
2002	Option 2 Software Tools	04/01/2024 - 03/31/2025	1	(b) (4)					Optional
3001	Option 3 Labor	04/01/2025 - 03/31/2026	1	(b) (4)					Optional
3002	Option 3 Software Tools	04/01/2025 - 03/31/2026	1	(b) (4)					Optional
4001	Option 4 Labor	04/01/2026 - 03/31/2027	1	(b) (4)					Optional
4002	Option 4 Software Tools	04/01/2026 - 03/31/2027	1	(b) (4)					Optional
TOTALS					\$247,160,237.36	\$2,179,172.83	\$0.00		

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#### DESCRIPTION

ASSIST Solicitation/Award Reference: 47QDCB22Q0003/47QDCB22K0004  
 Contractor: Booz Allen Hamilton Inc.  
 Task Order Number: 47QDCB22F0006  
 Project Title: FAS Cloud Services Support  
 Contract Type: Labor Hour  
 NAICS: 541519 - Other Computer Related Services  
 Product Service Code: DA01 IT and Telecom - Business Application/ Application Development Support Services (Labor)  
 Inherently Governmental Functions Code: Other Functions  
 Funding Reference: PR202112160002, PR202201120002, PR202201070002,  
 PR202203100007, PR202111090001, QP0024826  
 Codes: Contracting Office: 47QDCB , Funding Agency: 4732, Funding office: 47QDCB

#### 1. TASK ORDER AWARD

This procurement is for FAS Cloud Services Support. Specific performance areas, requirements, and conditions for performance are set forth in the attached PWS (Performance Work Statement), entitled "FCS Att 1 PWS 20211110 22-02-23". This award is for the BASE PERIOD ONLY.

#### 2. ITEM OR SERVICE DESCRIPTION

The Contractor shall furnish the services as outlined in the Performance Work Statement (PWS) and the Contractor's proposal.

#### 3. PERIOD OF PERFORMANCE

The period of performance of this order is April 1, 2022, through March 31, 2023 with four, 1-year option periods through March 31, 2027.

#### 4. INCORPORATED DOCUMENTS

Booz Allen Hamilton's proposal dated 7 March 2022 and clarification response dated 23 March, 2022 and all attached documents (Price Proposal, key personnel, non-use of telecommunication equipment certification, etc.) are incorporated into this contract by reference. The solicitation, referenced above (including the PWS and attachments), is also incorporated into this award by reference. This contract is awarded under the COMET BPA. All applicable clauses and terms and conditions from the contractor's GSA Schedule and COMET BPA are incorporated into this Task Order.

#### 5. SCHEDULE OF ITEMS AND PRICES SUMMARY

The Schedule of Items and Prices are found in attachment 47QDCB22F0006 SIP & FUNDING.

#### TOTAL POTENTIAL PRICE

Base NTE \$35,308,566.72 (awarded)  
 Option 1 NTE \$43,231,085.76  
 Option 2 NTE \$50,568,740.00  
 Option 3 NTE \$55,115,184.92  
 Option 4 NTE \$62,936,659.96  
 TOTAL POTENTIAL TASK ORDER AMOUNT: Not to Exceed \$247,160,237.36

#### 6. LABOR RATES

The labor rates from Booz Allen Hamilton's proposal can be found in attachment 47QDCB22F0006 SIP & FUNDING and are incorporated into this task order. Line-item numbers reflect only those selected from the COMET BPA price schedule.

#### 7. FUNDING

This task order is incrementally funded in the total amount shown below. The allocation of these funds can be found in attachment 47QDCB22F0006 SIP & FUNDING.

Base Year Funding: \$2,179,172.83 of \$35,308,566.72 Unfunded = \$33,129,393.89  
 Funding Reference:  
 PR202112160002 \$122,556.00  
 PR202201120002 \$19,902.04  
 PR202201070002 \$190,540.29  
 PR202203100007 \$205,275.00  
 PR202111090001 \$1,640,899.50  
 QP0024821

Total Funding: \$2,179,172.83 of \$35,308,566.72. Unfunded = \$33,129,393.89

#### 8. PERIOD OF PERFORMANCE

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This Task Order has a Base Year plus 4 Option Years. Period of Performance is as follows:

Base Period: April 1, 2022 through March 31, 2023  
Option Period 1: April 1, 2023 through March 31, 2024  
Option Period 2: April 1, 2024 through March 31, 2025  
Option Period 3: April 1, 2025 through March 31, 2026  
Option Period 4: April 1, 2026 through March 31, 2027

#### 9. DELIVERABLES, DELIVERY TIMES, AND PLACES

All deliverables shall be provided at the times and places stipulated in the Performance Work Statement.

#### 10. CONTRACT MONITORING

This contract will be monitored in accordance with the QASP (Quality Assurance Surveillance Plan) that was provided as an attachment to the solicitation.

#### 11. CONTRACTING OFFICER AUTHORIZATION

No notice, communication, or representation in any form or from any person other than the Contracting Officer, shall affect the price or amount allotted by the Government to this contract. In the absence of the specified notice issued by the Contracting Officer, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

The Contracting Officer is the only person authorized to make changes to the contract on behalf of the Government. Any changes to the contract must be made in writing by the Contracting Officer as a modification to the contract.

#### 12. TASK ORDER MODIFICATIONS

Any change to this Task Order will result only from an authorized modification issued from the Contracting Officer. Only persons with the title of Contracting Officer have the authority to issue a modification to this task order.

#### 13. GOVERNMENT FURNISHED ITEMS

The Government will provide the Government Furnished Items (property, equipment, data, etc.) specified in the PWS, if any, for this effort.

#### 14. ADDITIONAL INFORMATION

For additional information about this contract call the contact referenced in Paragraph 15, below.

#### 15. POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers

Primary  
Ms. Amy Franks  
Contracting Specialist  
U.S. General Services Administration  
Federal Acquisition Service, Great Lakes Region  
Contracts Division  
230 S Dearborn St., Room 3808  
Chicago, IL 60604  
(b) (6)  
Email: amy.franks@gsa.gov

Alternate  
Mr. Eben Greybourne  
Supervisory Contracting Officer  
U.S. General Services Administration  
Federal Acquisition Service, Great Lakes Region  
Acquisition Operations Division  
230 S. Dearborn Street, Room 3808

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#### DESCRIPTION

Chicago, IL 60604  
Office Phone: (312) 886-3811  
Email: eben.greybourne@gsa.gov

GSA Contracting Officer's Representative

Mr. Andy Taylor, COR  
U.S. General Services Administration  
IQSI, Office of GSA IT  
1800 F Street NW  
Washington, DC 20405  
(b) (6)  
E-mail: andrew.taylor@gsa.gov

Contractor points of contract

Primary  
Ms. Susan Hollis  
Booz Allen Hamilton Inc.  
8283 Greensboro Dr.  
McLean, VA 22102  
Phone: 210-487-7703  
Email: Hollis\_Susan@bah.com

Ms. Ellen Rogers  
Booz Allen Hamilton Inc.  
8283 Greensboro Dr.  
McLean, VA 22102  
Phone: 703-377-3087  
Email: rogers\_ellen@bah.com

#### 16. INVOICE AND PAYMENT INFORMATION

The Contractor may invoice for items or services upon their delivery. Billing and payment shall be accomplished in accordance with the contract terms and GSA payment procedures.

Initially, the Contractor shall submit a copy of each invoice to the following for review and approval. This review will ensure that the invoice is compliant with the terms of the contract and that the goods or services listed on the invoice have been received and accepted.

1. Amy Franks  
Contracting Specialist  
U.S. General Services Administration  
Federal Acquisition Service, Great Lakes Region 5  
Contracts Division (5QZAE)  
Email: amy.franks@gsa.gov

2. Andy Taylor  
Contracting Officer Representative  
U.S. General Services Administration  
IQSI, Office of GSA IT  
Email: andrew.taylor@gsa.gov

Following review of each invoice, the Contracting Officer or Contracting Officer's Representative will notify the Contractor that the invoice is (1) approved for payment or (2) requires correction. Once approved, either initially or following corrections, the Contractor shall submit the invoice to the GSA Finance Office through the GSA Office of the Chief Financial Officer, Vendor and Customer Self Service (VCSS) web portal, (<https://vcss.ocfo.gsa.gov>). Upon receipt of the invoice in the VCSS web portal GSA will make payment.

The funding reference to use when submitting invoices in VCSS is QP0024826.

If you have problems submitting your invoice, please contact one of the following, as applicable.

VCSS General System, Login ID, password issues:  
GSA Financial Systems Service Desk:  
Ph: 866-450-6588  
Email: OCFOServiceDesk@gsa.gov



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#### DESCRIPTION

Invoice & Payment related questions:

BCEB Help Desk:

Ph: 800-676-3690, Opt 3

Fax: (816)926-7800

Email: kc-accts-payable.finance@gsa.gov

VCSS Inquiries with invoicing issues:

Email: kc-acctspayable.vcss@gsa.gov

#### 17. CLAUSES INCORPORATED IN FULL TEXT

As prescribed in FAR 17.208(f), the following clause applies to this task order

Option to Extend Services (Nov 1999)(FAR 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one day of task order expiration.

(End of clause)

Option to Extend the Term of the Contract

As prescribed in FAR 17.208(g), the following clause applies to this task order.

Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of s

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uch Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

Continuity of Services

As prescribed in 37.110(c), the following clause applies to this task order

### CONTINUITY OF SERVICES (JAN 1991)(FAR 52.237-3)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct

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on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### Incremental Funding of Labor Hour or Time & Material Task Orders

If this is a Labor Hour or Time & Material task order and it is incrementally funded, the following clause entitled "Incremental Funding – Time and Materials/Labor Hours" will be included in this task order pursuant to GSA R5 AOD Acquisition Letter 3-2009-01 (revised 07-23-09).

#### Incremental Funding – Time and Materials/Labor Hours

This project may be incrementally funded. If incrementally funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

End of Clause

GSAM 552.232-39, Unenforceability of Unauthorized Obligations. {FAR Deviation}(July 2015)

As directed in AL-2015-03, the following clause is inserted in lieu of FAR clause 52.232- 39:]

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any [commercial supplier agreement (as defined in 502.101)] End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any [language, provision, or] clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such [language, provision, or] clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the [commercial supplier agreement] EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse- wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such [language, provision, or] clause is deemed to be stricken from the [commercial supplier agreement] EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

End of Clause

#### 17. CLAUSES INCORPORATED BY REFERENCE

FAR 52.232-18, Availability of Funds (Apr 1984)

FAR 52.212-4, Contract Terms and Conditions – Commercial Items, Alternate I (Jan 2017)

FAR 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013)

GSAR 552.237-73, Restriction on Disclosure of Information (Jun 2009)

End of Award Text